

EXHIBIT C

Theresa James

From: ballinger@corning-cc.edu
Sent: Friday, January 15, 2010 2:37 PM
To: tjames2@corning-cc.edu
Subject: Goodrich training contract

Good Afternoon Theresa-

I received a Contract for Services for Steven Smith to teach Adobe PhotoShop at Goodrich beginning January 19. I have suggested some minor changes to the Contract and ask that this Contract, and all future contracts include a signature and title line with dates for each party. This contract should note this is an evening class and include a ten day cancellation clause for each party.....see below.

 I did not receive the preliminary training proposal for Goodrich in advance for my review. Do you have a signed version since this should've been approved and signed by Goodrich prior to executing a Contract for Services with Steven Smith? 

In addition, we include a cancellation clause in all agreements and there isn't sufficient time to allow Goodrich or the College an opportunity to cancel prior to the program start date if necessary. In our WDCE Standard Operating Procedures, ten business days is the standard amount of days that should be in every Contract for Services and all training proposals. 

In light of the Tuesday, January 19 start date, these revisions and changes will need to be done with approved signatures prior to the start of classes on Tuesday evening. This does not address the need for more time to prepare and approve contracts to include the cancellation clause timeframe. I suppose we could include language that waives this requirement for both CCC and Goodrich since Dana indicates there are six individuals and we do not plan to cancel the training. Goodrich would need to agree to the same.

As one of the College's spending heads, a reminder that you are the only authorized person to develop and execute the contracts, including proposed costs upon my approval. Dana should be working with you to formulate the preliminary proposals.

I will need copies of all revised and signed contracts prior to Tuesday night's first class.

Please let me know if you have any questions.

Joan



corning community college

Sample

Contract for Services

This contract is by and between Corning Community College, an educational institution with offices at 24 Denison Parkway West, Corning, New York 14830, hereinafter referred to as the "College", and Penny Schoonmaker, with offices at 120 Fieldview Drive, Painted Post, NY, hereinafter referred to as the "Contractor".

SCOPE OF WORK:

The contractor will provide the following consultation services:

- Assist Scott Pitcher with the development of the Lean Not for Profit Forum agenda, outline, and handout (up to two hours of development time);
- Participate in the Lean Not for Profit Forum on December 9, 2009.

The seminar will take place on December 9, 2009 from 8:30am-10:30am and will be held at Corning Community College's Academic and Workforce Development Center located at 318 Madison Avenue in Elmira.

The College will pay the Contractor \$90 for development time (\$45/hr x 2 hrs= 90) and \$160 for presentation time (\$80/hr x 2 hrs = 160).

The total amount not to exceed \$250 for the services provided under this contract. The payments will be made upon the receipt of an invoice, which will be submitted by the contractor at the end of said training.

The College reserves the right to cancel or postpone this course within 5 business days. Payment will be made to the Contractor after services have been rendered, within 30 days of the receipt of a properly prepared and approved invoice.

CONTRACT DEEMED EXECUTORY:

This contract shall be deemed executory only to the extent of the funds available for its purposes and no liability shall be incurred by the College beyond the funds available for such purposes.

ASSIGNMENT, TRANSFER, AND SUBCONTRACTING:

The Contractor shall not assign, transfer, or dispose in any way any right or interest in this contract, and shall not sub contract any services to be performed under this contract.

INDEPENDENT CONTRACTOR:

The Contractor will conduct itself consistent with its status, said status being that of an independent contractor and that it, its employees or agents will neither hold themselves out nor claim to be an officer or employee of the College, nor make claim to any rights accruing to an officer or employee of the College. The Contractor agrees to pay all debts for labor and/or materials contracted by it, if any, and for the rental of any appliance or equipment hired by it, if any, for and on account of the services to be performed hereunder.

INDEMNIFICATION CLAUSE:

The Contractor defends and indemnifies the College against any and all claims, costs, damages, fees, or injuries to persons or property of whatsoever kind or nature arising from its acts, its employees or agents, in the course of their activities under this contract. Notwithstanding the foregoing, the College shall remain liable for direct damages resulting from its own negligence.

CONTACT PERSON:

Brenda English will serve as the responsible administrator of this contract for the College. Penny Schoonmaker will serve as the representative for the Contractor.

TERMINATION:

Either party may cancel this contract by giving 30 days written notice for any reason. The College may terminate this contract in whole or in part if the Contractor defaults in performance of the services required hereunder. If this contract is terminated by the College for default in performance, the College may take over the services to be performed and complete them in the manner the College deems suitable.

NON COMPETE CLAUSE:

The Contractor shall not directly or indirectly solicit business from the employees, customers, clients or students of the College while engaging in the scope of work, herein defined.

ENTIRE CONTRACT:

This contract constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with the reference to the subject matter of this contract, are hereby superseded.

Corning Community College

Penny Schoonmaker

Date _____

Date _____